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GOVERNMENT GAZETTE

BOLETIM OFICIAL

(Tradução)

GOVERNMENT OF INDIA

Ministry of Petroleum, Chemicals, Mines and Metals

(Department of Mines and Metals)

Office of the Controller of Mining Leases

Order

CML-(Z-715)/70-G

Under the Mines and Minerals (Regulation and Development) Act, 1957 and the Rules made thereunder.

This is a case for modification of the terms and conditions of the undermentioned mining leases of Oxide of Iron held by Shri Joaquim Milagres Piedade Dias, so as to bring the lease into conformity with the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 (hereinafter called the 1957 Act,) and the Rules made thereunder.

Case No.	Number and date of title	Mineral	Name of the mine	Area in hectares
Caso n.º	Número e data do título	Mineral	Nome da mina	Área em hectares
Z-715	35 of 10-8-1959	Oxide of Iron	Cott e parte de Chínchecho soddó etc.	100.0000

Notices were served on the lessee, in accordance with the aforesaid Rules, in which the proposed modifications were conveyed to him.

After carefully reviewing and examining all the documents produced by the lessee and the arguments advanced by him, it is hereby ordered that the lease in question, stands modified as follows:—

1. The period of the lease shall be thirty years commencing from the 15th January, 1966, in all the cases.

2. The dead rent shall be payable as specified in the Schedule below:—

Period of the mining lease	Rate of dead rent per hectare
1. 1st year	Nil
2. 2nd year to 5th year	Rs. 12-50
3. 6th year to 10th year	Rs. 25-00
4. 11th year onwards.	Rs. 37-50

(a) Those leases which are in operation for less than one year as on 1-4-68 enjoy the benefit of «nil» dead rent

GOVERNO DA INDIA

Ministério de Petróleo, Produtos Químicos, Minas e Metais

(Departamento de Minas e Metais)

Repartição do Controlador dos Arrendamentos de Minas

Portaria

CML-(Z-715)/70-G

Ao abrigo dos «Mines and Minerals (Regulation and Development) Act, 1957» e das normas formuladas ao abrigo do mesmo.

Este é um caso para modificação das condições do arrendamento das minas de óxido de ferro, em posse do Sr. Joaquim Milagres Piedade Dias, para que o mesmo arrendamento esteja de conformidade com as disposições do «Mines and Minerals (Regulation and Development) Act 1957» (daqui em diante chamado o Act de 1957) e das normas formuladas ao abrigo do mesmo.

Foram expedidos avisos ao arrendatário de acordo com as normas acima mencionadas em que se mencionavam as modificações propostas.

Após examinar cuidadosamente os documentos e as razões apresentadas pelo arrendatário, determina-se que o referido arrendamento em questão, seja modificado como a seguir se indica:—

1. O período do arrendamento deverá ser de 30 anos, a partir de 15 de Janeiro de 1966, em todos os casos.

2. A renda deverá ser paga conforme se indica no quadro a seguir:—

Período do arrendamento da mina	Renda por hectare
1. 1.º ano	Nil
2. 2.º ano até 5.º ano	Rps. 12-50
3. 6.º ano até 10.º ano	Rps. 25-00
4. 11.º ano para diante	Rps. 37-50

(a) Os arrendamentos em execução que tenham menos de um ano, em 1 de Abril de 1968, gozarão do privilégio

for the balance period to make up one year in all and thereafter are charged at the rate of Rs. 12-50 per hectare for four more years, after which they shall be liable to pay at the rate of Rs. 25-00 per hectare for next five years and at the rate of Rs. 37-50 per hectare thereafter, and

(b) Those leases which are in operation for more than one year as on 1-4-68 should have the benefit of dead rent at the rate of Rs. 12-50 per hectare for four more years after which they may be called upon to pay at the rate of Rs. 25-00 per hectare for next 5 years and at the rate of Rs. 37-50 per hectare thereafter.

3. The royalty shall be payable in respect of any mineral removed by the lessee from the lease area after 15-1-66 at the rate for the time being specified in the Second Schedule of the 1957 Act, in respect of that mineral.

4. It is further clarified that the royalty shall be paid in accordance with Section 9 of the 1957 Act, instead of according to the stipulations in the lease deeds. The royalty, the dead rent, surface rent, etc. for the period prior to 15-1-66 shall be paid as may be determined or ordered by the Government.

5. The lessee shall also pay, for the surface area used by him for the purpose of mining operations, surface rent and water rate at such rate, not exceeding the land revenue, water and cesses assessable on the land, as may be specified by the State Government.

6. The total area, covered by all the above mentioned leases, is within the limit specified in the 1957 Act and hence requires no modification.

7. The following clause shall be deemed to be inserted in the aforesaid lease deeds and shall form part thereof:

"except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Section 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 and orders and Notifications published by the Government of India, from time to time".

This order shall be published in the Official Gazette of the Government of Goa, Daman and Diu and copies thereof sent to the lessee and to the State Government. Copy of this Order shall be placed in all the respective case-files.

The reasons for this Order have been embodied in the case-files and a copy each shall be forwarded to the lessee and the State Government.

G. V. D. Upadhyaya, Controller of Mining Leases.

Dated 14th May, 1970.

Order

CML-(Z-324, 361, 449)/70-G

Under the Mines and Minerals (Regulation and Development) Act, 1957 and the Rules made thereunder.

This is a case for modification of the terms and conditions of the undermentioned mining leases of Oxide of Iron and Manganese held by Shri Vinaeca Naraina Bandekar, so as to bring these leases into conformity with the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 (hereinafter called the 1957 Act), and the Rules made thereunder.

Case no. Caso n.º	Number and date of title Número e data do título	Mineral Mineral	Name of the mine Nome da mina	Area in hectares Área em hectares
Z-324	71 of 31-7-1953 T. T. 3-9-1955	Oxide of Iron and Manganese	Dongorvado & Curado	69.9950
Z-361	108 of 16-10-1953	Oxide of Iron and Manganese	Curado e Potcalem	32.9800
Z-449	2 of 14-1-1955	Oxide of Iron and Manganese	Ocambo	69.4000

Notices were served on the lessee, in accordance with the aforesaid Rules, in which the proposed modifications were conveyed to him.

de ficarem isentos da renda durante o restante período até completar um ano e após este, ficarão sujeitos ao pagamento da renda de Rps. 12-50 por hectare, por mais quatro anos, depois do qual ficarão sujeitos ao pagamento da renda de Rps. 25-00 por hectare durante os próximos cinco anos, e à razão, de Rps. 37-50 após este, e

(b) Os arrendamentos em execução que tenham mais de um ano, em 1 de Abril de 1968, gozarão do privilégio de pagar renda à razão de Rps. 12-50 por hectare, por mais quatro anos, depois do qual pagarão renda a razão de Rps. 25-00 por hectare, pelos próximos cinco anos, e à razão de Rps. 37-50 por hectare após este.

3. Os direitos de privilégio serão pagos em relação a qualquer minério extraído da área arrendada pelo arrendatário, após 15 de Janeiro de 1966, segundo a percentagem presentemente indicada no quadro segundo do Act de 1957, em relação a este minério.

4. Esclarece-se mais que os direitos de privilégio serão pagos de acordo com o artigo 9.º do Act de 1957, em vez de o ser de acordo com o estipulado no contrato do arrendamento. Os direitos de privilégio, renda, renda pela superfície utilizada, etc., relativa ao período anterior a 15 de Janeiro de 1966, serão pagos conforme for determinado pelo Governo.

5. O arrendatário também pagará pela superfície utilizada pelo mesmo, para os efeitos da exploração do minério, a renda de superfície e a taxa de água segundo a percentagem, não excedente à contribuição predial e outros impostos pagáveis pelo terreno, que vier a ser indicada pelo Governo Estadual.

6. A área total ocupada por todos os arrendamentos acima mencionados, fica abrangida dentro do limite indicado no Act de 1957 e por isso não carece de modificação.

7. A seguinte cláusula deverá ser acrescentada no contrato do arrendamento e deverá considerar-se como sendo parte do mesmo:

"Com excepção das modificações feitas por esta portaria, o arrendamento fica sujeito às normas formuladas ou que se considerem formuladas ao abrigo dos artigos 13.º e 18.º do «Mines and Minerals (Regulation and Development) Act, 1957» e das portarias e despachos publicados pelo Governo da Índia, periodicamente.

A presente portaria deverá ser publicada no *Boletim Oficial*, do Governo de Goa, Damão e Diu e cópias da mesma, deverão ser enviadas ao arrendatário e ao Governo Estadual. Uma cópia desta portaria, deverá ser junta em todos os respectivos processos.

As razões para esta portaria acham-se indicadas nos respectivos processos e uma cópia da mesma deverá ser enviada ao arrendatário e ao Governo Estadual.

G. V. D. Upadhyaya, Controlador dos Arrendamentos de Minas.

Datada de 14 de Maio de 1970.

Portaria

CML-(Z-324, 361, 449)/70-G

Ao abrigo dos «Mines and Minerals (Regulation and Development) Act, 1957» e das normas formuladas ao abrigo do mesmo.

Este é um caso para modificação das condições do contrato do arrendamento das minas de óxido de ferro e manganês em posse do Sr. Vinaeca Naraina Bandekar, para que os mesmos arrendamentos estejam de conformidade com as disposições do «Mines and Minerals (Regulation and Development) Act, 1957» (daqui em diante chamado o Act de 1957) e das normas formuladas ao abrigo do mesmo.

Foi avisado o arrendatário de acordo com as normas acima mencionadas em que se mencionavam as modificações propostas.

After carefully reviewing and examining all the documents produced by the lessee and the arguments advanced by him, it is hereby ordered that the lease in question stand modified as follows:

1. The period of the leases shall be twenty years commencing from the 15th January, 1966, in all the cases.

Period of the mining lease	Rate of the dead rent per hectare
1. 1st year	Nil
2. 2nd year to the 5th year	Rs. 12-50
3. 6th year to 10th year	Rs. 25-00
4. 11th year onwards	Rs. 37-50

2. The dead rent shall be payable as specified in the Schedule below:—

(a) Those leases which are in operation for less than one year as on 1-4-68 enjoy the benefit of «nil» dead rent for the balance period to make up one year in all and thereafter are charged at the rate of Rs. 12-50 per hectare for four more years, after which they shall be liable to pay at the rate of Rs. 25-00 per hectare for next five years and at the rate of Rs. 37-50 per hectare thereafter, and

(b) Those leases which are in operation for more than one year as on 1-4-68 should have the benefit of dead rent at the rate of Rs. 12-50 per hectare for four more years after which they may be called upon to pay at the rate of Rs. 25-00 per hectare for next 5 years and at the rate of Rs. 37-50 per hectare thereafter.

3. The royalty shall be payable in respect of any mineral removed by the lessee from the leased area after 15-1-66 at the rate for the time being specified in the Second Schedule of the 1957 Act, in respect of that mineral.

4. It is further clarified that the royalty shall be paid in accordance with Section 9 of the 1957 Act, instead of according to the stipulations in the lease deed. The royalty, the dead rent, surface rent etc. for the period prior to 15-1-66 shall be paid as may be determined or ordered by the Government.

5. The lessee shall also pay, for the surface area used by him for the purpose of mining operations surface rent and water rate at such rate, not exceeding the land revenue, water and cesses assessable on the land, as may be specified by the State Government.

6. The total area, covered by all the above mentioned leases, is within the limit specified in the 1957 Act and hence requires no modification.

7. The following clause shall be deemed to be inserted in the aforesaid lease deed and shall form part thereof:

“except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Section 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 and orders and Notifications published by the Government of India, from time to time”.

This order shall be published in the Official Gazette of the Government of Goa, Daman and Diu and copies thereof sent to the lessee and to the State Government. Copy each of this Order shall be placed in all the respective case-files.

The reasons for this Order have been embodied in the case-files and a copy each shall be forwarded to the lessee and the State Government.

G. V. D. Upadhyaya, Controller of Mining Leases.

Dated: 15th May, 1970.

Order

CML-(Z-766)/70-G

Under the Mines and Minerals (Regulation and Development) Act, 1957 and the Rules made thereunder.

Após examinar cuidadosamente os documentos e as razões apresentadas pelo arrendatário, determina-se que os referidos arrendamentos em questão, deverão ser modificados como a seguir se indica:—

1. O período do arrendamento deverá ser de vinte anos, a partir de 15 de Janeiro de 1966, em todos os casos.

Período do arrendamento da mina	Renda por hectare
1. 1.º ano	Nil
2. 2.º ano até 5.º ano	Rps. 12.50
3. 6.º ano até 10.º ano	Rps. 25.00
4. 11.º ano para diante	Rps. 37.50

2. A renda deverá ser paga conforme se indica no quadro a seguir:—

(a) Os arrendamentos em execução que tenham menos de um ano, em 1 de Abril de 1968, gozarão do privilégio de ficarem isentos da renda durante o restante período de um ano e após este, ficarão sujeitos ao pagamento da renda de Rps. 12-50 por hectare, por mais quatro anos, depois do qual ficarão sujeitos ao pagamento da renda de Rps. 25-00 por hectares, durante os próximos cinco anos, e à razão de Rps. 37-50 após este e

(b) Os arrendamentos em execução que tenham mais de um ano, em 1 de Abril de 1968, gozarão do privilégio de pagar renda à razão de Rps. 12-50 por hectare, por mais quatro anos, depois do qual pagarão renda à razão de Rps. 25.00 por hectare, pelos próximos cinco anos e à razão de Rps. 37-50 por hectare após este.

3. Os direitos do privilégio serão pagos em relação a qualquer minério extraído da área arrendada pelo arrendatário, após 15 de Janeiro de 1966, segundo a percentagem presentemente indicada no quadro segundo do Act de 1957, em relação a este minério.

4. Esclarece-se mais que os direitos do privilégio serão pagos de acordo com o artigo 9.º do Act de 1957, em vez de o ser de acordo com o estipulado no contrato do arrendamento. Os direitos do privilégio, renda, renda pela superfície utilizada, etc., relativa ao período anterior a 15 de Janeiro de 1966, deverão ser pagos conforme for determinado pelo Governo.

5. O arrendatário também pagará pela superfície utilizada pelo mesmo, para os efeitos da exploração do minério a renda de superfície e a taxa de água segundo a percentagem, não excedente à contribuição predial e outros impostos pagáveis pelo terreno, que vier a ser indicada pelo Governo Estadual.

6. A área total ocupada por todos os arrendamentos acima mencionados, fica abrangida dentro do limite indicado no Act de 1957 e por isso não carece de modificação.

7. A seguinte cláusula deverá ser acrescentada no contrato do arrendamento e deverá considerar-se como sendo parte do mesmo:

«Com excepção das modificações feitas por esta portaria, o arrendamento fica sujeito às normas formuladas ou que se considerem formuladas ao abrigo dos artigos 13.º e 18.º do «Mines and Minerals (Regulation and Development) Act, 1957» e das portarias e despachos publicados pelo Governo da Índia, periodicamente».

A presente portaria deverá ser publicada no *Boletim Oficial*, do Governo de Goa, Damão e Diu e cópias da mesma deverão ser enviadas ao arrendatário e ao Governo Estadual. Uma cópia desta portaria, deverá ser junta em todos os respectivos processos.

As razões para esta portaria acham-se indicadas nos respectivos processos e uma cópia da mesma deverá ser enviada ao arrendatário e ao Governo Estadual.

G. V. D. Upadhyaya, Controlador dos Arrendamentos de Minas.

Datada de 15 de Maio de 1970.

Portaria

CML-(Z-766)/70-G

Ao abrigo dos «Mines and Minerals (Regulation and Development) Act, 1957» e das normas formuladas ao abrigo do mesmo.

This is a case for modification of the terms and conditions of the undermentioned mining leases of Oxide of Iron held by Shri Manuel Caetano Piedade Pacheco, so as to bring these leases into conformity with the provisions of the Mines and Minerals (Regulation and Development) Act, 1957 (hereinafter called the 1957 Act), and the Rules made thereunder.

Este é um caso para modificação das condições do contrato do arrendamento das minas de óxido de ferro em posse do Sr. Manuel Caetano Piedade Pacheco, para que o mesmo arrendamento esteja de conformidade com as disposições do «Mines and Minerals (Regulation and Development) Act, 1957» (daqui em diante chamado o Act de 1957) e das normas formuladas ao abrigo do mesmo.

Case no. Caso n.º	Number and date of title Número e data do título	Mineral Mineral	Name of the mine Nome da mina	Area in hectares Área em hectares
Z-766	2 of 18-1-1969	Oxide of Iron.	Turap Mata Congnem Maechi gall	89.4940

Notices were served on the lessee, in accordance with the aforesaid Rules, in which the proposed modifications were conveyed to him.

After carefully reviewing and examining all the documents produced by the lessee and the arguments advanced by him, it is hereby ordered that the lease in question stands modified as follows:

1. The period of the lease shall be thirty years commencing from the 15th January, 1966, in all the cases.

2. The dead rent shall be payable as specified in the Schedule below:—

Period of the mining lease	Rate of the dead rent per hectare
1. 1st year	Nil
2. 2nd year to the 5th year	Rs. 12-50
3. 6th year to 10th year	Rs. 25-00
4. 11th year onwards	Rs. 37-50

(a) Those leases which are in operation for less than one year as on 1-4-68 enjoy the benefit of «nil» dead rent for the balance period to make up one year in all and thereafter are charged at the rate of Rs. 12-50 per hectare for four more years, after which they shall be liable to pay at the rate of Rs. 25-00 per hectare for next five years and at the rate of Rs. 37-50 per hectare thereafter, and

(b) Those leases which are in operation for more than one year as on 1-4-68 should have the benefit of dead rent at the rate of Rs. 12-50 per hectare for four more years after which they may be called upon to pay at the rate of Rs. 25-00 per hectare for next 5 years and at the rate of Rs. 37-50 per hectare thereafter.

3. The royalty shall be payable in respect of any mineral removed by the lessee from the leased area after 15-1-66 at the rate for the time being specified in the Second Schedule of the 1957 Act, in respect of that mineral.

4. It is further clarified that the royalty shall be paid in accordance with Section 9 of the 1957 Act, instead of according to the stipulations in the lease deed. The royalty, the dead rent, surface rent etc. for the period prior to 15-1-66 shall be paid as may be determined or ordered by the Government.

5. The lessee shall also pay, for the surface area used by him for the purpose of mining operations surface rent and water rate at such rate, not exceeding the land revenue, water and cesses assessable on the land, as may be specified by the State Government.

6. The total area, covered by all the above mentioned leases, is within the limit specified in the 1957 Act and hence requires no modification.

7. The following clause shall be deemed to be inserted in the aforesaid lease deed and shall form part thereof:

“except for the modifications made by this order, the lease shall be subject to the rules made or deemed to have been made under Section 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 and orders and Notifications published by the Government of India, from time to time”.

This order shall be published in the Official Gazette of the Government of Goa, Daman and Diu and copies

Foi avisado o arrendatário de acordo com as normas acima mencionadas em que se mencionavam as modificações propostas.

Após examinar cuidadosamente os documentos e as razões apresentadas pelo arrendatário, determina-se que o referido arrendamento em questão, seja modificado como a seguir se indica:—

1. O período do arrendamento deverá ser de trinta anos, a partir de 15 de Janeiro de 1966, em todos os casos.

2. A renda deverá ser paga conforme se indica no quadro a seguir:—

Período do arrendamento da mina	Renda por hectare
1. 1.º ano	Nil
2. 2.º ano até 5.º ano	Rps. 12.50
3. 6.º ano até 10.º ano	Rps. 25.00
4. 11.º ano para diante	Rps. 37.50

(a) Os arrendamentos em execução que tenham menos de um ano, em 1 de Abril de 1968, gozarão do privilégio de ficarem isentos da renda durante o restante período de um ano e após este, ficarão sujeitos ao pagamento da renda de Rps. 12-50 por hectare, por mais quatro anos, depois do qual ficarão sujeitos ao pagamento da renda de Rps. 25-00 por hectares, durante os próximos cinco anos, e à razão de Rps. 37-50 após este e

(b) Os arrendamentos em execução que tenham mais de um ano, em 1 de Abril de 1968, gozarão do privilégio de pagar renda à razão de Rps. 12-50 por hectare, por mais quatro anos, depois do qual pagarão renda a razão de Rps. 25-00 por hectare, pelos próximos cinco anos e à razão de Rps. 37-50 por hectare após este.

3. Os direitos do privilégio serão pagos em relação a qualquer minério extraído da área arrendada pelo arrendatário, após 15 de Janeiro de 1966, segundo a percentagem presentemente indicada no quadro segundo do Act de 1957, em relação a este minério.

4. Esclarece-se mais que os direitos do privilégio serão pagos de acordo com o artigo 9.º do Act de 1957, em vez de o ser de acordo com o estipulado no contrato do arrendamento. Os direitos do privilégio, renda, renda pela superfície utilizada, etc., relativa ao período anterior a 15 de Janeiro de 1966, deverão ser pagos conforme for determinado pelo Governo.

5. O arrendatário também pagará pela superfície utilizada pelo mesmo, para os efeitos da exploração do minério a renda de superfície e a taxa de água segundo a percentagem, não excedente à contribuição predial e outros impostos pagáveis pelo terreno, que vier a ser indicada pelo Governo Estadual.

6. A área total ocupada por todos os arrendamentos acima mencionados, fica abrangida dentro do limite indicado no Act de 1957 e por isso não carece de modificação.

7. A seguinte cláusula deverá ser acrescentada no contrato do arrendamento e deverá considerar-se como sendo parte do mesmo:

«Com excepção das modificações feitas por esta portaria, o arrendamento fica sujeito às normas formuladas ou que se considerem formuladas ao abrigo dos artigos 13.º e 18.º do «Mines and Minerals (Regulation and Development) Act, 1957» e das portarias e despachos publicados pelo Governo da Índia, periodicamente».

A presente portaria deverá ser publicada no *Boletim Oficial*, do Governo de Goa, Damão e Diu e cópias da mesma

thereof sent to the lessee and to the State Government. Copy each of this Order shall be placed in all the respective case-files.

The reasons for this Order have been embodied in the case-files and a copy each shall be forwarded to the lessee and the State Government.

G. V. D. Upadhyaya, Controller of Mining Leases.

Dated 15th May, 1970.

GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Order

SPL-PER-359

The services of Shri C. N. Bopaiah, Labour Commissioner are hereby replaced at the disposal of the Government of India, Ministry of Labour Employment and Rehabilitation, with effect from the forenoon of 12th May, 1970.

With effect from the same date, Shri S. R. Sawant Under Secretary (Industries and Labour) is appointed to officiate as Labour Commissioner in addition to his own duties until further orders.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. N. Dhumak, For Under Secretary (Appointments).

Panaji, 11th May, 1970.

Notification

SPL-PER-382

On the recommendation of the Union Public Service Commission, Shri Ekambaram Palani, Director of Fisheries, Pondicherry is appointed as Director of Fisheries, Government of Goa, Daman and Diu on probation for a period of two years in the pay scale of Rs. 700-1250, with effect from the date of his joining, and until further orders.

Shri Palani will draw his pay at the minimum of the scale of the post.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. H. Sakhalakar, Deputy Secretary, (Appointments).

Panaji, 1st June, 1970.

Revenue Department

Notification

RD/LQN/175/66

Whereas by Government Notification No. RD/LQN/175/66, dated 21-8-69 published on page 259 of Series II, No. 21 of the Government Gazette, dated 21-8-69 it was notified under section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. for locating Sailors Training Establishment.

And whereas this Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

deverão ser enviadas ao arrendatário e ao Governo Estadual. Uma cópia desta portaria, deverá ser junta em todos os respectivos processos.

As razões para esta portaria acham-se indicadas nos respectivos processos e uma cópia da mesma deverá ser enviada ao arrendatário e ao Governo Estadual.

G. V. D. Upadhyaya, Controlador dos Arrendamentos de Minas.

Datada de 15 de Maio de 1970.

GOVERNO DE GOA, DAMÃO E DIO

Departamento Especial

Portaria

SPL-PER-359

Os serviços do Sr. C. N. Bopaiah, Comissário de Trabalho, são repostos à disposição do Ministério de Trabalho, Emprego e Reabilitação do Governo da Índia, a partir de 12 de Maio de 1970, após o meio-dia.

A partir da mesma data, o Sr. S. R. Sawant, Subsecretário (Indústrias e Trabalho) é nomeado, interinamente, Comissário de Trabalho, cumulativamente com as funções do seu cargo, até ordens ulteriores.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

S. N. Dhumak, Pelo Subsecretário (Nomeações).

Panaji, 11 de Maio de 1970.

Despacho

SPL-PER-382

Sob a recomendação da Comissão de Serviço Público da União, o Sr. Ekambaram Palani, director dos Serviços de Pesca, de Pondicherry, é nomeado, director dos Serviços de Pesca do Governo de Goa, Damão e Dio, por período probatório de dois anos, na escala de Rps. 700-1250, a partir da data em que tomar posse e até ordens ulteriores.

O Sr. Palani, perceberá o seu vencimento no mínimo da escala do lugar.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

V. H. Sakhalakar, Secretário adjunto (Nomeações).

Panaji, 1 de Junho de 1970.

Departamento de Rendimentos

Despacho

RD/LQN/175/66

Atendendo a que por despacho n.º RD/LQN/175/66, de 21 de Agosto de 1969, publicado à pgs. 259 do *Boletim Oficial* n.º 21, 2.ª série, de 21 de Agosto de 1969, fora tornado público, ao abrigo do artigo 4.º do «Land Acquisition Act, 1894» (referido daqui em diante como «citado Act») que o terreno descrito no quadro anexo (referido daqui em diante como «aludido terreno») era de utilidade pública para os fins da localização do Instituto de Treino, para Marinheiros.

Tendo em consideração que o Governo (referido daqui em diante como «Governo»), após apreciar o relatório elaborado ao abrigo da alínea (2) do artigo 5A do citado Act, acha que o terreno descrito no quadro anexo é necessário para os fins públicos acima referidos.

Now, therefore, the Government is pleased to declare under the provisions of section 6 of the said Act that the said land is required for the public purpose specified above.

2. A plan of the said land can be inspected at the office of the said Land Acquisition Officer Panaji, till the award is made under Section 11.

O Governo declara, ao abrigo do disposto no artigo 6.º do citado Act que o aludido terreno é necessário para os fins públicos acima referidos.

2. O plano do aludido terreno poderá ser consultado na Repartição do referido «Land Acquisition Officer», em Panaji, até que seja tomada a decisão ao abrigo do artigo 11.º

SCHEDULE — QUADRO

Description of the said land — *Descrição do aludido terreno*

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Approximate Area in Sq. mts.
Concelho	Aldeia	Terreno n.º	Cadastro n.º	Nome da pessoa que se presume ser interessada	Área aproximada em m²
1	2	3	4	5	6
Bardez	Nerul	5	190	Shri Somanath V. Pai Dhungat of Reis Magos.	3,667.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

V. Sardessai, Under Secretary (Revenue).

Panaji, 1st June, 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.

V. Sardessai, Subsecretário (Rendimentos).

Panaji, 1 de Junho de 1970.

Notification

RD/TNC/BND/280/67-70/XXXIV

In pursuance of the proviso to sub-section (3) of Section 26 of the Goa, Daman and Diu Agricultural Tenancy Act, 1964, the Government hereby specify the following bunds described in the schedule appended hereby as protective bunds for the purpose of the said proviso.

SCHEDULE

Name of the bund	Village	Taluka	Description
1. a) Maramon b) Causuo c) Bhat d) Lovel e) Maichal f) Fantalote g) Mane h) Mopvardan i) Laxin j) Banon k) Motaiman	Betque	Ponda	The bund starting with the paddy field «Maramon» belonging to Shri Shripati R. Vaidya, running marginal to the river Mandovi and ending with the paddy field «Motaimon» belonging to Shri Dhume and situated at Betque.
2. a) Khasan b) Tallem c) Batxet Khasan d) Desai Cantor	Vaddi Talaullim	Ponda	The bund starting with paddy field «Khasan» belonging to Shri Carlos Braganza and running marginal to the river Zuari, with the paddy field Desai Cantor belonging to Shri Desai and others of Vaddi. The bund Tallem and Batxet Khasan being included.
3. a) Aforamento b) Cantor c) Canturli	Volvoi	Ponda	The bunds starting with Aforamento belonging to Shri Lakshimikant S. Shetyo, running marginal to the river Mandovi with the bund protecting the paddy field Canturli belonging to Purshotoma Dugu Tari.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. Sardessai, Under Secretary (Revenue).

Panaji 5th June, 1970.

Despacho

RD/TNC/BND/280/67-70/XXXIV

De harmonia com a alínea (3) do artigo 26.º do «Goa, Daman and Diu Agricultural Tenancy Act, 1964» o Governo designa os valados descritos no quadro anexo como valados protectores para os fins da citada alínea.

QUADRO

Nome do valado	Aldeia	Concelho	Descrição
1. a) Maramon b) Causuo c) Bhat d) Lovel e) Maichal f) Fantalote g) Mane h) Mopvardan i) Laxin j) Banon k) Motaiman	Betque	Ponda	Valado que começando na várzea «Maramon» pertencente ao Sr. Shripati R. Vaidya, corre ao longo da margem do rio Mandovi e termina na várzea «Motaimon» pertencente ao Sr. Dhume, sito em Betque.
2. a) Khasan b) Tallem c) Batxet Khasan d) Desai Cantor	Vaddi Talaullim	Ponda	Valado que começando na várzea «Khasan» pertencente ao Sr. Carlos Braganza, corre ao longo da margem do rio Zuari, com a várzea Desai cantor, pertencente ao Sr. Desai e outros de Vaddi. Os valados Tallem e Batxet Khasan ficam incluídos.
3. a) Aforamento b) Cantor c) Canturli	Volvoi	Ponda	Valados que começam com o aforamento pertencente ao Sr. Lakshimikant S. Shetyo, correm ao longo da margem do rio Mandovi, com o valado que protege a várzea Canturli, pertencente ao Sr. Purshotoma Dugu Tari.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

V. Sardessai, Subsecretário (Rendimentos).

Panaji, 5 de Junho de 1970.

Law and Judicial Department

Order

LD/18/59/69/B

In exercise of the powers conferred by section 6 of the Indian Registration Act, 1908 (16 of 1908) the Lieutenant Governor of Goa, Daman and Diu hereby appoints Shri Alexander Rebello, Assistant Public Prosecutor, Diu as Sub-Registrar, Diu with effect from 12th May, 1970.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

M. S. Borkar, Under Secretary.
Panaji, 29th May, 1970.

Order

LD/18/59/69/C

In exercise of the powers conferred by sub-section (1) of section 57 of the Indian Partnership Act, 1932 (9 of 1932), the Lieutenant Governor of Goa, Daman and Diu hereby appoints Shri Alexander Rebello, Assistant Public Prosecutor, Diu, as Registrar of Firms for the purpose of the said Act within Diu area with effect from 12th May, 1970.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Borkar, Under Secretary.
Panaji, 29th May, 1970.

Local Self Government Department

Notification

LSG/MUN/1769/68/A

The Administrator of Goa, Daman and Diu hereby appoints Shri Dinanath Parodkar and Shri Rohidas Naique as members of the «Camara Municipal» of Ponda in the vacancies caused due to the acceptance of the resignation tendered by Shri Nagoji Naik Prataprau Sar Dessai and appointment of Shri Bhicu Shet Verencar a member of the «Camara Municipal» as the President of the said «Camara Municipal».

By order and in the name of the Administrator of Goa, Damão e Dio.

M. K. Bhandare, Under Secretary (Local Self Government).
Panaji, 1st June, 1970.

Notification

2-6-69-LSG

Power to Compound Offence. — In exercise of the powers conferred by sub-section (1) of section 40 of the Goa, Daman and Diu Wild Animals and Wild Birds Protection Act, 1965, (21 of 1965) the Administrator of Goa, Daman and Diu hereby empowers the Wild Life Preservation Officer to exercise the powers mentioned in the clause (a) and (b) of section 40 of the said Act.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. Sardessai, Under Secretary (Rev.)
Panaji, 2nd June, 1970.

Food and Civil Supplies Department

Public Works Department

Principal Engineer's Office

Notification

PWD/LA/1258/11/70

Whereas it appears to the Lieutenant Governor, Goa, Dama and Diu (hereinafter referred to as «the Government»)

Departamento de Justiça

Portaria

LD/18/59/69/B

No uso das faculdades conferidas pelo artigo 6.º do «Indian Registration Act, 1908 (16 of 1908)» o Governador-tenente de Goa, Damão e Dio, nomeia o Sr. Alexander Rebello, «Assistant Public Prosecutor» Dio, como «Sub-Registrar», em Dio, a partir de 12 de Maio de 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Dio.

M. S. Borkar, Subsecretário.
Panaji, 29 de Maio de 1970.

Portaria

LD/18/59/69/C

No uso das faculdades conferidas pela alínea (1) do artigo 57.º do «Indian Partnership Act, 1932 (9 of 1932)» o Governador-tenente de Goa, Damão e Dio, nomeia o Sr. Alexander Rebello, «Assistant Public Prosecutor», Dio, como «Registrar of Firms» para os fins do citado Act, dentro da área de Dio, a partir de 12 de Maio de 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Dio.

M. S. Borkar, Subsecretário.
Panaji, 29 de Maio de 1970.

Departamento de Administração Autónoma

Despacho

LSG/MUN/1769/68/A

O Administrador de Goa, Damão e Dio, nomeia os Srs. Dinanath Parodkar e Rohidas Naique, vogais da Câmara Municipal de Pondá nas vagas resultantes da resignação pedida pelo Sr. Nagoji Naik Prataprau Sar Dessai e nomeação do Sr. Bhicu Shet Verencar, vogal da Câmara Municipal, para presidente da referida Câmara Municipal.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

M. K. Bhandare, Subsecretário (Administração Autónoma).
Panaji, 1 de Junho de 1970.

Despacho

2-6-69-LSG

Poderes para comutar infracções: — No uso das faculdades conferidas pela alínea (1) do artigo 40.º do «Goa, Damão and Diu Wild Animals and Wild Birds Protection Act, 1965 (21 of 1965)», o Administrador de Goa, Damão e Dio, confere ao «Wild Life Preservation Officer» os poderes constantes das alíneas (a) e (b) do artigo 40.º do citado Act.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

V. Sardessai, Subsecretário (Rendimentos).
Panaji, 2 de Junho de 1970.

Departamento de Alimentação e Abastecimento Civil

Serviços das Obras Públicas

Repartição do Engenheiro-Chefe

Despacho

PWD/LA/1258/11/70

Atendendo a que o Governador-tenente de Goa, Damão e Dio (referido daqui em diante como «Governo») é do parecer

that the land specified in the schedule hereto (hereinafter referred to as the «said land») is likely to be needed for public purpose viz. for construction of approach road to over head Railway Bridge at Sanvordem.

Therefore the Government is pleased to notify under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the «said Act») that the said land is likely to be needed for the purpose specified above.

2. The Government is further pleased to appoint under clause (c) of section 3 of the said Act the Land Acquisition Officer, Collector's Office, Panaji to perform the functions of a Collector under the said Act, in respect of the said land.

3. The Government is also pleased to authorise under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Land Acquisition Officer, Panaji.
3. The Director of Land Survey, Panaji.
4. The Executive Engineer, Works Division VI, PWD, Fatorda-Margao.

4. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer Collector's Office, Panaji, for a period of 30 days from the date of publication of this Notification in the Government Gazette.

de que o terreno descrito no quadro anexo (referido daqui em diante como «aludido terreno») é necessário para os fins públicos da construção da estrada de acesso à ponte dos caminhos de ferro, em Sanvordem.

O Governo torna público ao abrigo da alínea (1) do artigo 4.º do «Land Acquisition Act, 1894» (referido daqui em diante como citado Act) que o aludido terreno é necessário para os fins públicos acima referidos.

2. O Governo nomeia, ao abrigo da alínea (c) do artigo 3.º do citado Act, o «Land Acquisition Officer», da Repartição do Collector Panaji, para exercer as funções de Collector, ao abrigo do citado Act, em relação ao aludido terreno.

3. O Governo também autoriza, ao abrigo da alínea (2) artigo 4.º do citado Act, os seguintes oficiais para exercerem as funções especificadas no mesmo Act, em relação ao aludido terreno.

1. O Collector de Goa, Panaji.
2. «The Land Acquisition Officer», Panaji.
3. O Director de Agrimensura, Panaji.
4. O Engenheiro executivo da Secção de Obras VI, dos Serviços das Obras Públicas, em Fatorda-Margão.

4. O plano do aludido terreno poderá ser consultado na Repartição do «Land Acquisition Officer», Repartição do Collector Panaji, por período de 30 dias, contado da data da publicação deste despacho no *Boletim Oficial*.

SCHEDULE — QUADRO

Description of the said land — *Descrição do aludido terreno*

Taluka	Village	Plot No.	Survey No.	Name of the person believed to be interested	Approximate area in sq. mts.
Concelho	Aldeia	Terreno n.º	Cadastro n.º	Nome da pessoa que se presume ser interessada	Área aproximada em m²
1	2	3	4	5	6
Quepem	Curchorem	1.		Shri Devidas Curchorkar, Curchorem.	586.00
		2.		Smt. Alina da Costa Pinto, Smt. Margarida da Costa Pinto, Smt. Maria de Souza e Costa de Cunha and Maria Telma da Costa Couto — Partners of Industria Nacional de Telhas (Empire Tiles Works), Curchorem.	1243.00
		3.		Shri Esmael Colaco ½, Shri Esvonta V. Curchorcar ¼, Shri Madeu R. Curchorcar ¼, of Curchorem.	10032.00
		4.		Smt. Alina da Costa Pinto and Margarida da Costa Pinto, of Industria Nacional de Telhas, of Curchorem.	3405.00
		5.		Shri Sripada Valaulikar, of Sanguem.	3720.00
		6.		Smt. Alina da Costa Pinto, Maria de Souza e Costa de Cunha and Maria Telma de Costa Couto, — Partners of Industria Nacional de Telhas (Empire Tile Works), of Curchorem.	4881.00
		7.		Shri Figueiredo de Melo, of Aldona.	2950.00
Total					26817.00

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

J. S. Pinto, Principal Engineer, PWD and Ex-Officio Addl. Secretary to the Government.

Panaji, 1st June, 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Diu.

J. S. Pinto, Engenheiro-chefe dos Serviços das Obras Públicas e secretário adicional, ex-officio, do Governo.

Panaji, 1 de Junho de 1970.

Industries and Power Department

Notification

DIM/6/70

Whereas Shri Xaxicanta Rogunata Xete Morascar, from Margao, has communicated his intention to relinquish his concession held rights of the mine named «Hagdo Dongor» situated at Sanvordem of Verlem Sanguem Taluka, granted under title of transmission dated 8-8-1964.

And whereas the said Shri Xaxicanta Rogunata Xete Morascar, has fulfilled all the formalities required by Article 116 of Decree dated 20-9-1906.

Now therefore, in exercise of the powers conferred by clause 2 of the Goa, Daman and Diu (Administration) Re-

Departamento de Indústrias e Energia

Despacho

DIM/6/70

Atendendo a que o Sr. Xaxicanta Rogunata Xete Morascar, de Margão, comunicou a sua intenção de querer desistir dos seus direitos de concessão à mina denominada «Hagdo Dongor» situada em Sanvordem de Verlém do concelho de Sanguem, que lhe havia sido concedida por título de transmissão datado de 8 de Agosto de 1964;

Tendo em consideração que o dito Sr. Xaxicanta Rogunata Xete Morascar, cumpriu todas as formalidades exigidas pelo artigo 116.º do Decreto de 20 de Setembro de 1906;

No uso das faculdades conferidas pelo artigo 2.º da «Goa, Daman and Diu (Administration) Removal of Diffi-

moval of Difficulties Order, 1962, and all other powers enabling him in that behalf the Administrator of the Union Territory of Goa, Daman and Diu, hereby permits the said Shri Xaxicanta Rogunata Xete Morascar, to relinquish the said rights towards the above mining concession and further declares that all his rights, title and interest in the said mining area stand reverted to the Government free from all encumbrances created by the party.

And further directs that the said mining concession is declared as «Free Area» for its regrant in terms of Mines and Minerals Regulation and Development Act, 1957 and Mineral Concession Rules 1960 after 30 days of the publication of the present Notification in the Government Gazette.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. R. Sawant, Under Secretary, Industries and Labour Department.

Panaji, 23rd May, 1970.

culties Order, 1962» e das demais faculdades que lhe são conferidas para o mesmo fim, o Administrador do Território da União de Goa, Damão e Diu, autoriza o dito Sr. Xaxicanta Rogunata Xete Morascar, a desistir dos seus referidos direitos em relação à mesma concessão mineira e declara que todos os seus direitos, títulos e interesses na referida área mineira sejam revertidos ao Estado, livre de quaisquer encargos criados pela parte interessada;

Mais determina que a referida mina seja considerada como «área livre» para os efeitos da sua re-concessão, nos termos do «Mines and Minerals Regulation and Development Act 1957» e dos «Mineral Concession Rules, 1960», após 30 dias, contado da publicação deste despacho no *Boletim Oficial*.

Por ordem e em nome do Administrador de Goa, Damão e Diu.

S. R. Sawant, Subsecretário do Departamento de Indústrias e Trabalho.

Panaji, 23 de Maio de 1970.

Labour and Information Department

Order

LC/1/ID/(SBS)(Arb.)/70

The following award given by the Arbitrator, Justice K. Srinivasan, under Section 10-A of the Industrial Disputes Act, 1947 (14 of 1947) on a dispute between M/s. Sesa Goa Pvt. Ltd., Panaji, and the Goa Dock Labour Union, Vasco-da-Gama, is hereby published as required vide provisions of section 17 of the Industrial Disputes Act.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

D. N. Barua, Secretary, Industries and Labour Department.

Panaji, 5th June, 1970.

Award under Section 10-A of the Industrial Disputes Act, 1947 (14 of 1947) between M/s. Sesa Goa Private Ltd., Panaji, and the Goa Dock Labour Union Vasco da Gama.

Before Mr. K. Srinivasan (Retired Judge)

ARBITRATOR

Between

Messrs. Sesa Goa Private Ltd., Panjim, Goa.

And

The Workmen Employed by and under them represented by the Goa Dock Labour Union (INTUC) Vasco-da-Gama.

AWARD

The company dismissed 27 of its bargecrew of the categories of Master, Assistant Master, Driver and Sailor. It also treated the services of 14 other members of the bargecrew as having voluntarily abandoned by them, and it is the justification of the above actions of the company which form the subject-matter of these arbitration proceedings.

According to the statement of the company, it is engaged in the extraction of iron ore and employs for this purpose 23 barges and about 207 workmen. Even at the outset, it has to be stated that there were no disputes between the company and its workmen. A partial strike by the bargecrew of other establishments carrying on business similar to this company, which was started on 16-2-1969, did not involve this company, whose workmen continued to work as before, as they were members of the Goa Bargemen Union and not of the Goa Dock Labour Union, which launched the partial strike. But towards the end of April, 1969, a section of the bargecrew of this company, about 86 in number, wrote to the company and informed it that they had relinquished their membership of the Goa Bargemen Union and had become members of the Goa Dock Labour Union. But within a couple of days thereafter, 17 of these 86 workmen sent a petition to the company informing the company that their signatures were taken to

the earlier letters without their being aware of the implication thereof and that they continued to be members of the Goa Bargemen Union. It would thus appear that about 69 members of the bargecrew of this company had, by the end of April, 1969, become members of the Goa Dock Labour Union.

While matters stood thus, the other establishments commenced disciplinary action against their bargecrew and finally dismissed certain of their workmen, early in the second week of May, 1969.

Sharply following upon this action of the other companies, the Goa Dock Labour Union addressed a letter dated 12-5-1969 to this company. This letter which is in the form of a resolution adopted by the Action Committee of that Union, set out the resolution reached by that Action Committee at its meeting on the 11th May, 1969. The resolution was this:

«It is hereby resolved that the Action Committee has taken a serious view of the news item in the Navhind Times dated 9th May, 1969, and also in other local daily newspapers regarding the dismissal of certain bargecrews by various bargeowners. This being a punishment, it is further resolved to make a request of the bargeowners to reconsider their decision and withdraw the dismissal orders served on the bargecrews. It is further resolved to await for the reaction of the employers till 10 hours on Wednesday of 14th May, 1969, failing which all the barges would remain stands till in time thereafter».

It is common ground that no bargecrew of this company had at all been dismissed and the dismissal of the bargecrew adverted to in this resolution was by other bargeowners; it is therefore difficult to see what the Goa Dock Labour Union could reasonably expect this company to do in the matter of the internal administration of other concerns; and despite the fact that this letter, which was addressed to Messrs. Sesa Goa Ltd., indicated that the barges would remain stands till after 10 hours on the 14th May, these 10 barges of this company had been removed to Cortalim even prior to the stipulated hour, that is, during the night of the 13th May.

What happened during the night of the 13/14th May, 1969, is not denied by the Union. Certain barges of this company, ten in number, did not return to the places which they should normally reach by the evening of the 13th. The River Fleet Superintendent, Mr. Beck, took up immediate investigation into the matter to locate the barges. It was then discovered that these barges were anchored at Cortalim along with numerous other barges, about 100 in number, belonging to different companies. This act on the part of the bargecrew was said to be without intimation to or permission of the Management. It was further stated that the normal route of plying barges being the Mandovi river, the barges were wrongfully taken to Cortalim through Zuari river, involving extra consumption of fuel and loss to the company. The barges were so anchored that it was impossible to manoeuvre them normally. The company states further that it was difficult for the Management to take possession of the barges or to establish contact with the bargecrew. When attempt was made to take possession of the barges on the 15th with the help of other employees, it was foiled by the threatening attitude adopted by the striking bargecrew of these 10 barges. Finally, between 19th and 22nd of May, 1969, the barges were obtained possession of by the company with the help of the police. The crew working on these barges did not report for work on and

from the 19th May. These facts are not disputed by the Union.

The company taking the view that the act of the bargecrew amounted to major misconduct under the company's standing orders or service conditions, issued show-cause notices on the 22nd May, 1969, to the bargecrew; these notices which detailed the charges were sent by registered post to the residential addresses of the crew. According to the company, most of these letters were returned undelivered with the postal remark 'Not Known' or 'Not Found'. One or two were refused and a few were accepted by the addressees. The company also simultaneously displayed these chargesheets at its river fleet office. The explanations of the bargecrew were called for to show cause why appropriate disciplinary action should not be taken. No explanation was however submitted by any of them. The company thereafter notified the date and hour of the enquiry into the charges. A letter to that effect was sent also by registered post and simultaneously displayed at the office. Some of the letters were received by some of the workmen and some were returned undelivered, but no workman attended the enquiry.

The company thereafter postponed the enquiry to subsequent dates and notices to that effect were published in the local newspapers in English, Marathi and Konkani. This notice made it clear that if the workmen failed to attend the enquiry, the enquiry would be proceeded with *ex parte*. Even at this adjourned enquiry, no workman appeared.

The company states an enquiry was conducted in each and every case, at which an officer of the company was examined and on the findings submitted by the Enquiry Officer, the company dismissed 25 workmen concerned in the above mentioned 10 barges.

The remaining two workmen, Narayan D. Fotto and Namdev Fotto, Master and Assistant Driver of the barge FERROMO-9, were also dismissed in the following somewhat slightly different circumstances. During the course of the search for the earlier mentioned 10 barges by the officers of the company, these officers noticed the abovementioned FERROMO-9 going along a different route, which clearly indicated that the barge was proceeding towards Cortalim to join the other barges there. On seeing the company's launch coming towards it, the crew of its barge FERROMO-9 anchored it at Marcaim. The Superintendent of the River Fleet Department, who was on the launch, directed the bargecrew to take the barge to the harbour. This direction was disobeyed by the bargecrew and it is upon this circumstance that the relevant charges were framed against the workmen of this barge. The workmen submitted their explanations but chose to absent themselves at the enquiry. The further proceedings followed the same course as in the other cases and finally the Management dismissed the above two persons, Narayan D. Fotto and Namdev Fotto.

It may be broadly stated that there were many more members of the bargecrew of these 10 barges who were concerned in the matter. The company took action principally only against the Master and the Assistant Driver of each barge, since they were the persons primarily responsible for the movement of the barge. Also it is the contention of the company that action against the remaining members of the bargecrew was stopped as a result of a settlement reached at Delhi, to which reference will be made in due course.

The case of the remaining 14 persons who were treated as having voluntarily abandoned service may be briefly referred to here. In almost all these cases, these persons appear to have taken leave and either they did not rejoin duty after the sanctioned leave or extended leave, or when they returned, they failed to obey the orders of the company to join certain barges. It is stated that in all these cases, these persons never chose to give any explanation for their continued absence, and it was for this reason that in accordance with the company's standing orders, the company rightly treated the services as having been abandoned. It is the claim of the company accordingly that the dismissals of the 27 workmen is fully justified in the circumstances stated, and the stand taken by the company that the other 14 workmen voluntarily relinquished their service is equally justified.

In the statement filed by the Goa Dock Labour Union, the Union claimed that the majority of the employees of this company are members of this Union, but the evidence tendered by the company to show that only 69 of their bargecrew belong to this Union was not rebutted. The statement proceeds to set out the history of its activities, which are not, as far as I can see, all relevant in considering the propriety of the impugned actions of the company. It is

clearly conceded in this statement that the action of the bargecrew of this company which has been detailed earlier was not the result of any dispute between this company and its crew, but was due to the fact that the dismissals by the other bargeowners was viewed as an attack on the workers' unity and their organisation and it was for that reason that a general strike call was given by the Union in the middle of May, 1969. It is accordingly admitted that despite the absence of any disputes between the company and its workmen, some of the latter joined the strike. The Union further claims that in issuing the chargesheets to these workmen, the company acted only with an intention to terrorise them. At this stage, a joint conference of the representatives of the employers and the representatives of the Union with the Labour Minister was held in Delhi, where it was agreed that the Union should call off the strike and the employers also agreed to take into service all the striking bargemen except those who were dismissed. The number of such dismissed persons was specifically mentioned in the agreement as 49. The stand taken by the Union is that despite this agreement, this company, Sesa Goa Private Limited, issued dismissal orders dated 19th July, which was the date of the agreement at Delhi. It is contended that this action of the company was a calculated plan to victimise the active leaders of the Union to get them out of the scope and ambit of the Delhi agreement dated 19-7-1969. The Union accordingly set up the plea that as no workman had been dismissed by that date, all of these persons should have been taken back. But the contention of the company was that the representative of the bargeowners, who appeared at Delhi, were not empowered to make any concession with regard to dismissed workmen. Whether or not the company evaded the Delhi agreement with regard to the dismissed workmen is not an issue before me.

On the merits, the Union contends that there was no proper service of the chargesheets upon the workmen and that the *ex parte* enquiry held by the Management is not only improper but in utter violation of the principles of natural justice. After attacking the charges as not at all amounting to misconduct under any standing orders, the further contention being that no standing orders applicable to the workmen of this company existed, the Union charges the company with lack of *bona fides*. For similar reasons, the Union also attacks the action taken by the company with regard to the other 14 workmen. It is significant to note that nowhere does the Union in its statement deny the alleged acts done by the employees on the 13th and 14th of May, 1969. But, in paragraph 17 of the written statement, the Union states that it reserves its right to deal with each and every case on merits, but before it does so, the employers should be directed to produce all documents which they wish to rely upon.... Even at this stage I may mention that such documents, originals themselves, were produced before me during the course of these arbitration proceedings.

The enquiry in this case really falls within a narrow compass. Firstly, it may be emphasised that there was no dispute between this company and its workmen which moved the latter to go on strike. It is admitted that this was what is known as a sympathetic strike, the acknowledged position being that because certain other bargeowners had dismissed some of their bargecrew, the Union demanded the cancellation of the dismissal orders and granted time till 10 A.M. on 14-5-1969 to the bargeowners, and failing the cancellation of the dismissal orders by that time, gave notice that all the bargecrew would go on strike. In the notice that was given to this company, Sesa Goa Ltd., the Union stated, 'I am—to request you to be kind enough to let us know your reaction as early as possible, but not less than 10 hours on the 14th of May.' It is hard to know what this company could have done in the matter of dismissals of employees by other companies. The Union seeks to justify its call to the bargecrew to strike work only in its view that the action of dismissal resorted to by other bargeowners was an attack on the workers' unity and apparently this strike call was made in order to establish the existence of such unity on the part of the workmen. The question then briefly is whether this company was not justified in taking action against its employees for their action in taking the barges to an unauthorised place and retaining unauthorised possession of those barges.

I shall briefly refer to the evidence on both sides. Mr. Salgaonkar, who is the Personnel Officer of the Company, spoke to the settlement dated 8th of May, 1964, entered into with the Goa Dock Labour Union, according to which letters of appointment were to be issued to all the workmen. The

workmen however refused to receive these letters, but such letters were being issued thereafter to new appointees. The witness stated that sometime during the previous year, that is, in 1969, a clause was added in the appointment letters requiring the appointee to remain on the barge round the clock. But it is stated that the inclusion of this clause did not represent any departure from the previous pattern of working. In or about 1965, the Goa Bargemen Union entered the picture and claimed that all the bargecrew of this company were its members. In order to verify this claim, the company issued a questionnaire to the bargecrew and according to the replies received, as many as 181 out of 202 employees claimed affiliation to the Bargemen Union. In 1967, a settlement was reached with this Union. One of the clauses covered the application of the Central Wage Board recommendations. The 1964 settlement was however not terminated by either side. It appears further that certain standing orders were submitted by the company to appropriate authorities as early as 1964. Though they were initially approved, on some appeals filed by the Goa Dock Labour Union, the appellate authority decided that the Standing Orders Act would not apply. Despite that, however, the company was following the standing orders for the purpose of regulating day do day working.

The witness also stated that about 36 of the company's workmen claimed to have changed over to the Goa Dock Labour Union, but within a few days, 17 of them went back upon that claim.

Coming to the events of the 13/14th May, the witness stated that 10 of the barges involving 63 workmen struck work in the manner already indicated in the written statement. A few of the workmen employed on the eleventh barge also struck work. According to the witness the only places where the barges should be anchored were the Loading Bundar, the Harbour and the Vasco Major Bundar. These ten barges, as has already been pointed out, were, however, unauthorisedly anchored at Cortalim in the manner already stated. The witness spoke to the fact that possession of the barges was eventually obtained with the help of the police. He was the Enquiry Officer in the case of 21 of the dismissed persons. He spoke to the fact that the chargesheets were sent by registered post. He further stated that after the 19th May, the bargecrew involved did not report to the office and that was why postal service was resorted to. Two persons, Narayan Fotto and Namdev Fotto, received the chargesheets and they submitted the explanations. But the letters indicating the time and place of the enquiry sent to them by registered post were not delivered. It was in these circumstances that publications were caused to be made in the newspapers which enjoyed wide circulation. The enquiry was conducted *ex parte* and thereafter the Enquiry Officer submitted his findings, which were acted upon by the company.

It was admitted by the witness that a delegation of the bargeowners had gone to Delhi on 18-7-1969. This delegation was the result of a meeting of the Association of the Mineral Ore Exporters. According to the witness, at this meeting, the case of the dismissed workmen and the case of persons against whom proceedings were pending were considered and it was decided by the Association that while there could be no negotiations in the case of the dismissed workmen, the cases of future dismissals would be confined to persons who indulged in violence, intimidation or other misconduct. But, according to the notes of the proceedings, the Sesa Goa Ltd. expressly stood out in so far as these two points were concerned and on the very same day, they wrote to the Association confirming the stand taken. It is the case of the Union that Sesa Goa Ltd. had not dismissed any persons by the 19th of July, 1969, when the conference at Delhi took place and the company was accordingly bound to take back all of these 27 persons whom they claim to have dismissed. On the other hand, the contention of the company in this regard is that they had made their stand absolutely clear that they were free to deal with the workmen till the date of the conference and that no decision reached at that conference at Delhi would affect the case of the persons dismissed by the company on that date. As I said before, whichever version may be true, it does not affect the question which I am called upon to decide, namely, whether these dismissals are justified. Their justification hardly depend upon what was agreed to at the Delhi conference. Nevertheless, I may state on a consideration of the entire evidence on this matter, principally that of Mr. Mohan Nair, Secretary of the Goa Dock Labour Union, and of Mr. Bopiah, Labour Commissioner of Goa, who were present at the conference, that I am of the view that the contention of Sesa Goa Ltd. is correct.

Returning to the evidence of Mr. Salgaonkar, for the company, he stated that in so far as the strike of this company's bargecrew is concerned, it was a sympathetic strike for the reason that the striking persons did not make any demands except that *certain other companies* which had dismissed some of their bargecrew should rescind those dismissal orders. The witness admitted that as Enquiry Officer he did not find any charge of theft or fraud established or any damages or sabotage, but by reason of the barges being moved through a different route to Cortalim, there had been an unauthorised use of excess fuel. Finally, he admitted that out of the 27 dismissed persons, 20 are members of the Goa Dock Labour Union and out of the 14 who were treated as having abandoned service, 8 are members of that Union. He stated also that no notice was given by any of the bargecrew who were not members of the Goa Dock Labour Union that they would go on a sympathetic strike, in contrast to the letter issued by the Goa Dock Labour Union, announcing its intention to call for a general strike from 10 a.m. on 14-5-1969.

Mr. Rataboli conducted the enquiries in the case of six of the dismissed workmen which enquiries were also *ex parte*. On finding that the workmen did not participate on the first date of hearing, he fixed subsequent dates and the Management had these details published in the papers.

The evidence of another witness, G. M. Reilly, only covered the issue of the chargesheets and the enquiry notices and the drafting of the final order of dismissal. His evidence is not of any importance.

Mr. Gomez, who is in charge of the barge section of this company, was the only witness examined during the domestic enquiries. He stated during cross-examination that the strike was not the result of a breach of any of the terms of the settlement entered into with the Goa Bargemen Union. His evidence in all these cases was identical. He admitted that except for the general order to the crew to carry on work as usual which is certainly implied by the pattern of working, there was no special order on the 13/14th of May. He admitted that there were 63 enquiries, for 68 members of the bargecrew of these eleven barges were involved, but action by way of dismissal was taken only against these 27 persons.

The next witness, Mr. Beck, the Superintendent of the River Fleet, was one of the officers of this company who went in search of the missing barges on the morning of the 14th of May. The barges were located at Cortalim at about 4 p.m. He also spoke to his sighting the eleventh barge, which on seeing the company's launch anchored near Marcalim. He stated that this barge also had no business to come along that route and the explanation given by the Captain of that barge about bad weather or the low tide was wholly untrue. He asked him to take this barge FERROMO-9 to Marmagoa Harbour, a direction which he refused to carry out. Certain persons against whom also proceedings were sought to be taken apologised and the charges against them were dropped. After receiving the findings from the enquiry officer, he dealt with the cases of these 27 persons before further action was stopped by reason of the Delhi settlement.

On the request of the Union, the Commissioner of Labour, Mr. Bopiah, who was present at the Delhi conference, was summoned to give evidence. He produced the original agreement that was entered into at Delhi. According to him, it was decided that except 49 persons who had been dismissed by them, the other workmen should be taken back. In explanation, he stated thus: «When it came to the questions of these dismissals, the representatives of the employers stated that they were not representing Sesa Goa and the Union was also persuaded to treat the case of Sesa Goa separately, the Labour Minister offering to lend his good services in that regard». He denied that Sesa Goa was left out in this regard because it was not known whether there had been any dismissals by Sesa Goa at that time. But it may be pointed out that that settlement refers only to 49 persons as having been dismissed and these 49 persons are definitely persons employed by companies other than Sesa Goa. This question is not of any great importance, for the cases of the 27 dismissed persons are covered by this reference, the only suggestion made by the Union being that Sesa Goa being a party to that conference and which had not dismissed any persons by that time, should not have passed any orders of dismissals even against these 27 persons. As I said earlier, I prefer the evidence of Mr. Bopiah on this matter.

That is the evidence in so far as the dismissed persons are concerned. Mr. Salgaonkar was next recalled and examined with regard to the remaining 14 cases. His evidence is virtually a summary of the case against these persons

as has been set out in the written-statement of the company. In most of these cases, after obtaining leave or extension of leave, the workmen did not report for duty at the company at all. In a few of the cases, when they appeared and were issued directions to join a particular barge, they failed to do so and thereafter established no contact with the company, and it is for these reasons the company proceeded to treat them as having abandoned service. In one case, one of the persons was discharged. In his cross-examination, he admitted that the standing orders under which the company acted were not legally binding by reason of any statute and also that they are not certified standing orders, as it was held by the appropriate authority that the Industrial Employment (Standing Orders) Act, 1946, would not apply to this company. Nevertheless, the Standing Orders were being followed and their application was made a condition in the order of appointment. He was cross-examined with regard to the case of a few of these persons. In particular, the suggestion was made that Pundalik Malvankar was formerly the President of the Goa Bargemen Union and the action against him was taken because he had become a member of the Goa Dock Labour Union. He claimed that this person was extending his leave from time to time and it came to the knowledge of the company that he was engaged in other matters which he was more interested in than his service in this company.

The company also examined one Aranbolcar, a clerk of the River Fleet Section, who claimed that he had made enquiries and in fact had met Mr. Malvankar when he was supposed to be ill but found him perfectly healthy. He also claimed that he made local enquiries and learnt that Malvankar had interests in fishing boats.

Two witnesses were examined on behalf of the Union. One of them is Pundalik Malvankar, who claimed that he was ill for a considerable length of time and when he finally received the order from the company dispensing with his services treating him as having voluntarily abandoned the same, he objected. He claimed that he was taking an active part in the Union activities.

The second witness examined is one Dasaratha Naik, also one among those 14 persons. According to him, when he returned to duty on the expiry of his leave, he appeared before Mr. Gomez, who directed him to join the barge FERROMO-9. When he reported at the barge, the Captain told him that as he belonged to the Goa Dock Labour Union, he would not permit him to join that barge. He claimed to have reported this matter to Mr. Gomez, who, however, did not take any action. In cross-examination, he stated that he had informed Mr. Mohan Nair of all of these facts. Despite what had happened, Dasaratha Naik did not contact any other higher authorities of the company and place the matter before them.

Coming now to the dismissals, I shall take up the cases of Narayan Fotto, Captain, and Namdev Fotto, Driver of the barge FERROMO-9. The charges against them were the same as against all the rest being 1. wilful insubordination or disobedience, 2. illegal stoppage of work, 2. wilful damage to or loss of goods or property of the company, and 4. act subversive of discipline. The chargesheets expressly stated that when the Fleet Superintendent directed the barge to be taken to the Harbour, the two persons refused to do so. Narayan Fotto in his explanation did not meet this specific allegation but claimed that as he was not sure about fair weather and felt the sea would not be calm, he took the barge through Cumbarjua Canal and anchored it at Marcalim; that he has the right to use his discretion in choosing the route and that he was really coming to the Harbour. Beyond submitting this explanation, he did nothing; he never appeared at the office either of his own accord or in response to the notice inserted by the company in the newspapers. It is not urged before me that he was totally unaware of the action sought to be taken by the company. Having submitted his explanation, one would expect him to have pursued the matter, ascertained what action was being taken and vindicated himself, if, as he claims, he was not guilty of the charge. It will be recalled that he was ordered off the barge and was placed under suspension, fact of which he was fully aware.

In the case of Namdev Fotto, the Driver, the charges are the same as above and they were prefaced by the allegation that he had «assisted» the Master of the barge in diverting the barge to Cortalim. Namdev's explanation was briefly that he was not in charge of navigation of the barge and that if he obeyed, as he should, the Master, when the barge was being navigated by the latter, he would not be guilty of any offence, least of all insubordination or

disobedience. He claimed that the officers of the company were mistaken in thinking that he was joining the strike. This explanation is a very plausible one and might explain what happened on the 14th of May when the barge was intercepted by the company's officers. But why Namdev Fotto remained wholly indifferent to the subsequent developments of the chargesheet against him is not explained at all.

At the domestic enquiries into all these 27 cases of dismissals, Mr. Gomez, Fleet in charge of the company was examined. Since the details of the incident are not denied by the Union, it is unnecessary to deal at length with his evidence, which is the same in all these cases. There is no doubt that if the *ex parte* enquiries were justifiably resorted to, the evidence recorded thereat established that these barges were wholly unauthorisedly diverted from their proper routes and taken to Cortalim and anchored there; that by this act, the bargecrew kept the company out of possession of the barges and not only failed to carry out their normal duties but also prevented the company from using their own property, the barges, for the purpose of their business till Police intervention restored such possession to them. It may be noted that the evidence further shows that the weather conditions were normal and that the remaining barges of the company were being plied along the usual route, a circumstance which belies the explanation of Narayan Fotto. The conclusion reached by the Enquiry Officer that there was wilful disobedience of orders, that the crew unjustifiably stopped away from work and caused loss to the company by the retention of the barges and that their conduct was subversive of discipline is fully in accord with the facts admitted and proved. The evidence placed before me during the arbitration proceedings supports the above conclusion.

It is argued by Mr. Sowani that the bargecrew embarked on a sympathetic strike; that it was a legitimate weapon which they could employ; but that nevertheless, they remained on the barges and could not therefore be said to have struck work. It is claimed that their duties include staying on the barge and looking after it. I can hardly accept this as a reasonable argument. In the absence of any disputes with the employer, if the employees go on a sympathetic strike, normally such a strike would be a transitory phase intended more to express sympathy with other employees who had struck work as a result of disputes with their employers. But to use that opportunity to act in the manner in which these dismissed persons acted takes it to my mind beyond the recognised limits of a sympathetic strike. I cannot conceive that the employee, even in a strike arising out of a dispute with his employer, can unlawfully interfere with the property of his employer or prevent the employer from making use of his property. Strike as defined is a mere cessation of work as a concerted course of action. To carry it further by depriving the employer of his right to use his property is an act of aggression which takes it out of the realm of the conception of a strike, either in law or in common parlance. The argument that the crew were still on duty, as they stayed on the barge as required by the terms of service is wholly unacceptable, as it is not denied that they did not engage themselves in the conveyance of the ore, for which purpose alone they were placed in charge of and in possession of the barge.

It is next urged that there are no certified standing orders, as the draft Standing Orders submitted by the company were finally refused certification on the ground that the relevant Act did not apply. Even assuming that there are no Standing Orders in force, it does not follow that the employer cannot take disciplinary action against his employee. So long as he shows that the act he complains of against the employee is one which is detrimental to the business of the employer and that the employee has in wilful disregard of his lawful duties indulged in such act and in proceeding against the employee observes the principles of natural justice, his right to punish the employee cannot be gainsaid. It is within the rights of the employer to frame Standing Orders and it is open to the employee to accept them as part of the conditions of service. That is the position which obtains in this case.

Next it was contended that the employees in these cases had no notice of the charges and that the domestic enquiry thus contravened the principles of natural justice. It is somewhat difficult to appreciate this argument. Except in the cases of Narayan Fotto and Namdev Fotto, who received the chargesheets and submitted their explanations, in all other cases, the chargesheets were sent by registered post but they were returned undelivered. Now, the proved and accepted fact

is that the bargecrew detained the barges at Cortalim from the 14th of May to 19th of May and prevented the company from taking possession till the crew were finally evicted by the Police. Thereafter, the crew did not report for work. In this state of things, the company dealt with the matter in the only way open to it; resorted to postal communication. It is not as if the workmen did not know what the complaint of the company was against them. It was as if they had been caught redhanded in the act of delinquency. It is proved that the chargesheets were displayed at the office; failing the postal service of the enquiry notices, the company caused the dates of the enquiry against each person to be announced in the newspapers and called upon him to be present at the enquiry. If the employee wilfully shut his eyes and ears to what was happening and what he knew would happen, the employer can hardly be blamed for any default. Once again, it must be emphasised that the employee was fully aware of what he had done and his refusal to appear at the office and to receive the postal notices further confirms that he was also aware of the steps taken by the employer.

Mr. Sowani next referred to *Bata Shoe Co. V. Ganguly and others* (1961- L. L. J., 303). In that case, chargesheets were sent by registered post which were returned unserved. The company issued notices in newspapers that disciplinary action would be taken against some (unnamed) workmen for participating in an illegal strike and they were required to submit their explanations. No individual names of the concerned workmen were mentioned in the notices in the newspapers. The Industrial Tribunal held that the concerned workmen were not aware of the charges against them or of the dates of the enquiry and ordered them to be reinstated. This was upheld by the Supreme Court, which held that on the return unserved of the postal notices, the proper course was to publish notices in the individual names of the workmen in the local newspapers along with the charges against them. It seems to me that on facts this decision cannot be applied to the present case. The only defect in the newspaper notices is that the charges were not detailed therein. The names of the individual workman together with dates and times of enquiry were given. I was also stated that certain charges of a grave and serious nature were levelled against them and that the chargesheets had been set by registered post as well as displayed at the River Fleet office. I have earlier shown that the circumstances attendant upon the recovery of the barges from the possession of these bargecrew fully informed them of the gravity of their misconduct. If it was only a vague newspaper notice that some unspecified workmen were being departmentally proceeded against and gave no other information as in the decision cited, the case might be different. I am therefore of the view that these workmen were not ignorant of the charges against them or of the dates of the enquiry; I hold that they wilfully refrained from attending the enquiry and cannot plead that the principles of natural justice have been violated.

A part from all this, now that the entire matter is at large before me, what is the stand taken by the workmen? Not one of them has chosen to appear and explain what motivated his actions. Even now there is no denial of what they were charged with having done on the 13/14th May and thereafter. It is said that the «strike» is not illegal; that as a sympathetic strike is was perfectly in order; and lastly that they continued to remain on the barges, as they were in duty bound, though they did not carry on the transport of ore. I have expressed my view that whether the strike was legal or not, it was wholly unjustifiable; that even as a sympathetic strike, it took on a very objectionable form and that the plea that because they stayed on the barges, it is not a strike, is to say the least absurd.

Thus, while the question «Whether the action of the Management of Messrs. Sesa Goa is justified» should for the above reasons be answered in the affirmative, it seems to me that the same yardstick of punishment cannot be applied to all the persons. Now, it is common ground that the Master of the barge is the person in charge of it and that all other members of the bargecrew are subject to his direction and control. If the Master of the barge directed its navigation to a particular place, it would not normally be open to the other bargecrew to question his action. The primary responsibility for the diversion of the barge, its unlawful retention at Cortalim and the stoppage of work consequent thereon must be placed squarely on the shoulders of the Master alone. I therefore hold the dismissal of the following persons as fully justified: 1, 3, 5, 7, 13, 14, 17 and 24 (detailed at the end).

In the case of the others, while their conduct showed that they participated in the sympathetic strike and their failure to report for duty confirms that view, that charge alone is not sufficient to my mind to merit dismissal. It may be stated that from 14-5-1969 onwards, there was a total strike of the bargecrew of numerous companies, involving about 1200 persons. The atmosphere was such that it is more than likely that these persons were carried by the tide of feelings rather than that they of their own volition took part in the incident. But, at the same time, it has to be remembered that they had no grievance of any kind against Messrs. Sesa Goa. In this state of things and in the interests of peace in the industry, I would direct their reinstatement; but as no action of the employer could give even the faintest colour of justification to the strike, these persons will not be entitled to wages or allowances of any kind from the dates of their dismissal to the date of their reinstatement. (To avoid any dispute on this point, the company will reinstate them not later than one month from the date of the publication of the award).

I shall now take up the case of the remaining 14 persons who were treated as having voluntarily abandoned the service. The statement of the Union in this regard is contained in paragraph 18 of its statement of claims and is as below:

«The Union emphatically asserts that the services of these employees have been terminated by this Company and no one has voluntarily abandoned his service. These workmen were either on sanctioned privilege leave or on reasonable cause to be away from work. They had communicated the reasons for their absence immediately to the Company and it cannot be said that such workmen would have voluntarily abandoned the services of the Company. The Union craves leave of this Honourable Arbitrator to examine each and every workman before this Honourable Arbitrator with a view to establish that he has sufficient cause for his absence, and that he had communicated to the Company the said cause.

Except two of these persons, Malvankar and Dasaratha Naik, the rest did not choose to appear before me. Now, in the written statement of the company, full and detailed particulars relating to each one of the persons are given. Even after becoming aware of the grounds given by the company for the action it took, the Union did not choose to place before me the «sufficient cause for his absence» referred to in the passage above, at least in the form of an additional statement. Nevertheless, I shall examine each of these cases in the light of the company's statement itself and in the light of the evidence of Mr. Salgaonkar.

1. *Namdev Fotto*: Was on leave from 30-4-1969 to 12-5-1969. An extension of leave of 8 days asked for by him was granted. He did not rejoin on 21-5-1969 and continued to remain absent without permission.

2. *Vasudev Naik*: After obtaining 3 days weekly off on account of his wife's illness, he applied for 32 days leave but was granted only 5 days leave. As he failed to join on 3-5-1969 on the expiry of the leave, the company addressed a letter and also sent a telegram to him. He did not respond at all.

3. *Vinayak Naik*: After obtaining 4 days leave, he sent a telegram on 16-5-1969 reporting his son's illness. There was no letter from him asking for leave for any definite period or any further communication.

4. *T. P. Sousa*: After 5 days leave, he continued to be absent on the ground of his son's illness (enteric fever) in support of which he sent a medical certificate. But the company directed him by telegram on 14-5-1969 to return to duty and failing his doing so, and in the absence of any other communication from him, treated him as having abandoned service on 6-6-1969.

5. *Vishnu Nagvencar*: After 5 days leave, he was to join duty on 1-5-1969. He reported sick by telegram and sent a medical certificate dated 15-5-1969. Even after the period of one week indicated in the medical certificate, he did not rejoin.

6. *D'Mello*: After having been on leave for various reasons from 26-4-1969, he reported for duty on 12-6-1969. He was directed to join the barge TIMO but failed to do so and thereafter remained absent.

7. *D. D'Souza*: Having obtained 10 days leave for house repairs upto 23-5-1969, he sent a medical certificate from

a dental surgeon. On 12-6-1969, he was directed to appear before the company's doctor. He failed to do so and continued to be absent without any further intimation.

9. *Shambu Fotto*: After the expiry of leave and extension of leave, he reported for duty on 27-5-1969. The company's direction to rejoin FERROMO-5 (Cargo) was disobeyed by him and he chose to absent himself without any intimation.

10. *J. Rodrigues*: On his return from leave on 27-5-1969 a fitness certificate, he failed to join his barge FERROMO-3 as directed and stayed away without any intimation.

11. *Anant R. Naik*: From 7-5-1969 to 22-5-1969, he was on leave on account of tooth trouble. The medical certificate produced by him stated he would be fit to join on 22-5-1969. He did not report for duty and stayed away thereafter.

12. *Marian Fernandez*: He was due to rejoin on 30-5-1969 after the expiry of his leave. He did not report thereafter and no communication was received from him.

13. *N. K. Fotto*: He left the barge on 10-5-1969 with the Master's permission to stay away for a few hours and thereafter never returned. A telegram sent to him on 14-5-1969 to report for duty remained unanswered and there was no further communication from him.

In all the above cases it will be seen that the persons generally failed to return to duty on the expiry of leave. They did not seek extension of leave or give any explanation for their failure to rejoin. In three of the cases, there was a deliberate disobedience of the order to join the barge which was given to them when they reported for duty. The company waited 10 days and more in each case before proceeding to treat them as having voluntarily abandoned service.

Mr. Sowani refers to *Express Newspapers V. Michael and others* (1962-2 L.L.J., 220). In that case, the workmen went on a strike for getting their demands accepted. The Management issued notices to the effect that if they failed to report for work before a particular date, they would be treated as having voluntarily left the service and finally made orders to that effect. The decision lays down that the workmen by going on strike clearly indicated that they wanted to continue in the employment and in such an event, they could not be deemed to have voluntarily abandoned their employment. It was held also that the Management was virtually trying to get the benefit of disciplinary action without holding an enquiry and that could not be permitted.

It is difficult to apply this decision to the facts of the above cases. Except that there was a sympathetic strike by a certain section of the bargecrew of this company, there is nothing to show that these persons joined that strike. Indeed, by repeatedly asking for leave during that period, that is, round about 14-5-1969, when the strike by 11 of the barges started, they indicated clearly enough that they were not striking work. What their intention was can only be gathered from what they did. It is quite possible that they were sitting on the fence as it were, making it appear to their fellow workers that they were on strike while informing the Management that they needed leave for one reason or other. On their own showing, they were not on strike. If that is so and if they chose to absent themselves from duty without permission, what is the impropriety in the action taken by the company? I can see none. When the employee has not chosen to explain his absence, either to the employer by a proper communication or even at this stage of the arbitration, I must hold that there was sufficient evidence upon which the employer could infer the necessary intention on the part of the employee to abandon service. The action of the company in the above 12 cases is to my mind justified.

That lease the cases of Dasaratha Naik and Pundalik Malvankar.

From the written-statement of the company, it is seen that Dasaratha Naik was on leave from 10th May, 1969, onwards. The medical certificate sent by him in support of extension of leave did not specify the length of rest recommended by the doctor. But finally he appeared for duty on 9-6-1969 with a fitness certificate and though diverted to join FERROMO-9 did not so join and remained absent thereafter. Now, Dasaratha Naik in his evidence states that the Captain of FERROMO-9 refused to take him on his barge and that he (Naik) reported the matter to Mr. Gomez, the Fleet in Charge, who told him that if the Captain would not take him, he (Naik) could go home! Dasaratha Naik

further stated in cross-examination that he reported all this to Mr. Mohan Nair on the 10th June itself. The statement of claims of the Union does not deal with the case of any of this batch of workmen except Pundalik Malvankar. Mr. Mohan Nair further said in his evidence that as some of the crew of Sesa Goa Co. who were members of the Goa Dock Labour Union and who had also struck work were going back to work, he advised Dasaratha Naik also to go back to work. This is surprising for it is not the case of Dasaratha Naik that he was on strike at all. In any case, there is no reason why the special case put forward by Dasaratha Naik that the Captain of FERROMO-9 refused to take him, that Mr. Gomez took no steps even after Dasaratha Naik reported the matter to him, should not have been set out in the Union's statement. Mr. Gomez was not cross-examined with regard to his allegation of Dasaratha Naik.

I cannot imagine a clearer case of abandonment. The action of the company with regard to Dasaratha Naik was fully justified.

In the case of Pundalik Malvankar, the complaint of the Union is that as he was an active member of the Goa Dock Labour Union, the company acted *mala fide* in ordering his discharge, using that as a cloak for what was really a punishment. If that were the true position, then the action of the company would be bad and that is not disputed.

The written statement of the company sets out the following facts. Malvankar was on leave for four days till 29-4-1969. On the 30th, a telegram was received by the company to say that Malvankar was ill. It was not followed by any explanatory letter or application for leave. On 8-5-1969, the company called for a medical certificate; one dated 10-5-1969 by Dr. Mirajkar was received by the company on the 12th; it stated that Malvankar needed rest for 8 days. The company dissatisfied with the reasons deputed a clerk Arambolcar to meet Malvankar and to find out what was wrong with him. It did so because it had reports that Malvankar had an interest in fishing launches. Arambolcar found Malvankar «hale and hearty» and also learnt that Malvankar was «actively interested in the fishing business». On 13-5-1969, Malvankar wrote to say that he had been ill for the last 15 days and would rejoin within 2-3 days.

To a telegram issued by the company on 14-5-1969 (the day of the strike) recalling him to duty, Malvankar replied with a new medical certificate from another doctor to say that he was suffering from high blood pressure. The earlier certificate had stated that Malvankar's then illness was due to low pressure. A third certificate from Dr. D. R. Naik, dated 18-5-1969 said he was suffering from vertigo and anxiety neurosis; a fourth from Dr. R. P. Naik, dated 31-5-1969 gave the same diagnosis and said that Malvankar needed rest for 10 days.

This peculiar record of Malvankar's illness could hardly satisfy anyone that it represented the true state of affairs and one cannot find fault with the company for looking upon it with acute suspicion. But nonetheless, was the company justified in proceeding straightaway to discharge him or terminate his services, is the question.

Malvankar who gave evidence before me, while not denying the above facts relating to his absence, stated that in response to the company's telegram on 14-5-1969, he came to Panjim on the following day to rejoin duty, that he had a «sudden attack» which rendered him unconscious, that some persons took him to a doctor (whose identity he is not aware of) and that he returned home to Chapora where he was ill for a considerable time. When later he received the order of discharge, he protested; and returned by draft the amount sent by the company by money order.

It appears from his evidence that he was originally a member of the Goa Dock Labour Union. He left that Union and became a member of the Goa Bargemen's Union, of which he was the President for one year. It was with this Union that the company entered into a settlement on the 21st April, 1967. It is also admitted by Malvankar that again he became a member of the Goa Dock Labour Union on the 15th or 16th, April, 1969, just about 10 days before he went on leave. There is nothing to show that his membership of this Union was known or made known to the company. There is also nothing to show that he became so active a member of this Union that the company became dissatisfied with him. I am not satisfied that the company's action against him stemmed from these reasons or that it lacked *bona fides* for the reason that it really sought to victimise him for his Union activities.

The reasons given by the company for discharging him are that by reason of his continued absence, the company had lost confidence in «his utility as a Master» and that «his retention in service would be detrimental to the efficient working of the establishment and would set a bad example for other workmen». These reasons are found in the written statement of the company. In the order of discharge dated 7-6-1969, no reasons are given but in the office records a note by the Fleet Superintendent, Mr. Beck, is found to the effect that «his absence due to illness frustrates the object of employment».

On receipt of the order of discharge, Malvankar protested by his letter dated 12-6-1969, in which he claimed that the standing orders were not applicable as they were refused certification by the authorities and that the termination of his service was illegal. He also alleged that he was being victimised for his Union activities. The company in its reply merely reiterated that his long absence from work had frustrated the object of employment.

On the question of these standing orders, it is no doubt true that they are not statutorily applicable, having been refused certification. But it is yet open to the employer to frame appropriate standing orders and to the employee to agree to be bound by them. Mr. Salgaonkar in his evidence stated that the Goa Dock Labour Union in its appeal to the Chief Labour Commissioner objected only to certain clauses and not to the standing orders as a whole. This was in 1965. In 1967, in the settlement with the Goa Bargemen's Union, it was agreed that the Union would approach the authority for modification of the existing 'certified' standing order. This agreement was on 21-4-1967. It may be mentioned that the standing order had originally been certified by the Regional Labour Commissioner, Bombay, but that order was upset in appeal on 29-5-1967 by the Chief Labour Commissioner (Central). Mr. Salgaonkar's statement in his evidence that despite this, the standing orders were enforced and accepted as enforceable by the workmen has not been challenged in cross-examination. As I said, by contract, if not by statute, the standing orders received recognition. The plea that the standing orders are not applicable cannot therefore be accepted.

Standing Order 20(a) under which Malvankar's services were terminated with one month's pay in lieu of notice is an enabling provision. Other standing orders regulate the leave of any employee, including sick leave and prolonged leave due to illness. Standing Order 21(vi) makes it a misconduct if a worker is «habitually absent without leave or absent without leave for more than 10 consecutive days or overstaying sanctioned leave without sufficient grounds or proper or satisfactory explanation». Misconduct is also punishable with discharge under Standing Order 22(1); and Standing Order 22(2) requires that no order of discharge for such a misconduct can be made except after holding an enquiry. Another misconduct defined in the Standing Orders is engaging in other employment without the previous permission of the company. The written statement of the company clearly enough justifies the discharge on these two grounds. But if the discharge was for these two reasons, it is clearly a punishment provided for by Standing Order 22, which before being imposed must be preceded by an enquiry. That was not done in this case.

Mr. Salgaonkar admitted that Malvankar had an interest in two fishing launches for a long time and there had been no complaint that that had interfered with the company's work. He also admitted that overstaying of leave without proper reasons would be a misconduct but denied that by ordering discharge, the company evaded the obligation to hold an enquiry. But when it is conceded by the company in its statement that Malvankar being more interested in his private business was not available to the company when his services were needed, it is clear it was regarded as a misconduct punishable as such. Looked at as overstaying of leave, the company has to be satisfied that there was no proper or satisfactory explanation before the discharge can be justified. I am unable to accept the explanation of the company that it did not deal with the case as one of misconduct. It may be that the production of successive medical certificates from different doctors might have aroused suspicion in the mind of the company; but they were issued by practising men and are entitled to be accepted at their face value until discredited for proper reasons. Merely because a workman is all for a long period, it was not much larger than a month in this case, it is hardly fair on the part of the company to discharge him out of hand for the vague reason that the object of employment was frustrated. It may be noted that

Malvankar and put in more than 15 years service and was a permanent employee.

Reading between the lines, it seems to me that the company was dissatisfied with Malvankar for his failure to return to duty in response to the telegram dated 14-5-1969 immediately upon the strike by a section of the bargecrew and was apparently inclined to think that Malvankar too was a party to the strike. Otherwise, the additional ground advanced in the written statement that the company felt that his retention would be detrimental to the interests of the company cannot be explained.

It is undeniable that it is open to me to examine whether the termination is in fact discharge *simpliciter* or it amounts to a dismissal which had put on the cloak of a discharge *simpliciter*. (*Tata Old Mills Co. Ltd. V. Their Workmen*—1966-2 L.L.J., 602) *Tata Engineering and Loc. Company Ltd. V. Prasad and another*—1969-2 L.L.J., 789) There is no doubt at all that the order in this case was punitive and it was a colourable exercise of the employer's power under the contract and the standing orders, though it may not be mala fide in the sense that the company sought to victimise Malvankar for any trade union activities.

In this case, therefore, Malvankar is entitled to be reinstated with full wages and allowances from the date of the order of discharge to the date of reinstatement.

To sum up; I find and it is in fact conceded by the Union that there were no disputes between the striking bargecrew and their employer, Messrs. Sesa Goa Ltd. The strike was said to be in the nature of a sympathetic strike. I find also that the act of the striking bargecrew in removing the barge to an unauthorised place and keeping it out of the custody of their employers amounted to an act of violence. I hold further that the Captains of these barges were primarily and indeed exclusively responsible for this act, as the remaining members of the bargecrew, who were subject to the control and direction of the Captains, could not be said to have participated in the act except involuntarily. They cannot therefore be said to be guilty of the act of violence associated with the strike. I have also held that the persons against whom enquiries were conducted by the Management were fully aware of the charges against them. The circumstances were such that they could not plead ignorance thereto. The enquiries were conducted properly and are not vitiated. The decision to dismiss them taken by the Management is not also vitiated by any intent to victimise these persons for their association with the Union activities. I must accordingly uphold the dismissal of the following persons:

1. Shri Kashinath Salgaonkar
2. Shri Balchandra Fotto
3. Shri Vinayak Fotto
4. Shri Baburao Tari
5. Shri Pundarinath Chopdekar
6. Shri Kashinath Naik
7. Shri Narayan D. Fotto
8. Shri Bheku Potro.

In view of the distinction between persons who indulged in violence and those who did not as indicated above, the remaining bargecrew whose names are in Annexure A to the Government Order are entitled to be reinstated. However involuntary their initial action might be, they unjustifiably continued to be on strike and did not report for work after the initial phase of the sympathetic strike. It is in evidence that such of those persons as appeared and expressed regret for their acts were taken back to work. Though I am ordering reinstatement of those persons, in view of the above features, I do not think it at all justifiable to award them any fraction of the pay and allowances for the strike period. The company will reinstate them within a month from the date of the publication of this award. Since it is not unlikely that some at least of these persons might have secured other employment and may not be willing to rejoin, the reinstatement will be made conditional upon these persons reporting for duty and making an application to be taken back within the period mentioned above.

In the case of the persons mentioned in Annexure B, I find that the Order of the company treating them as having voluntarily abandoned service is perfectly in order,

except in the case of Shri Pundalik Malvankar. Shri Pundalik Malvankar is alone directed to be reinstated with full wages and allowances from the date of the order of the company discharging him to the date of reinstatement.

Finally, I must express my gratitude to the learned counsel on both sides, Mr. Damania and Mr. Sowani, for the great

help rendered by them in bringing these arbitration proceedings to a speedy conclusion.

K. Srinivasan

Arbitrator

1-6-1970

Notification

IT/PL-TAB(113)/70

In supersession of notification No. IT/PL-TAB(113)/65-69 dated June, 19, 1969 published in the Government Gazette No. 14, Series II, dated 3-7-69, the Government of Goa, Daman and Diu is pleased to constitute the State Tourist Development Committee to co-ordinate efforts of development of tourism by private sector, Government and the general public, consisting of the following members:—

1. Chief Minister — Chairman.
2. Chief Secretary — Vice-Chairman.
3. Secretary, Information and Tourism — Member.
4. Finance Secretary — Member.
5. Inspector General of Police — Member.
6. Senior Town Planner — Member.
7. Captain of Ports — Member.
8. Director of Health — Member.
9. Principal Engineer, P. W. D. — Member.
10. Director of Transport — Member.
11. Conservator of Forests — Member.
12. Director, Govt. of India, Tourist Office, Bombay — Member.
13. Representative of Indian Airlines Corporation — Member.
14. Area Superintendent, South Central Railway — Member.
15. Director, Goa Archives — Member.
16. Mayor, Panaji Municipality — Member.
17. Mayor, Bardez Municipality — Member.
18. Mayor, Salcete Municipality — Member.
19. Shri J. J. Shinkre, M. P. from (Goa) North — Member.
20. Representative of Menezes Air Travel — Member.
21. Representative of Dempo Travel Agency — Member.
22. Editor, The Navhind Times — Member.
23. Editor, Gomantak — Member.
24. Shri Valente Sequeira, M. L. A. — Member.
25. Shri Gajanan Patil, M. L. A. — Member.
26. Secretary, Kala Academy, Goa, Daman and Diu — Member.
27. President, Lions Club, Panaji — Member.
28. President, Rotary Club, Panaji — Member.
29. Representative of Hoteliers' Association (provisional) — Member.
30. Representative of M/s. Chowgule Steamship Company — Member.
31. Representative of Goa Chamber of Commerce and Industry — Member.
32. Director for Information and Tourism — Member Secretary.

D. N. Barua, Secretary, Industries and Labour Department.
Panaji, 30th May, 1970.

Despacho

IT/PL-TAB(113)/70

Em substituição do despacho n.º IT/PL-TAB(113)/65-69, de 19 de Junho de 1969, publicado no *Boletim Oficial* n.º 14, 2.ª série, de 3 de Julho de 1969, o Governo de Goa, Damão e Diu determina a constituição da Comissão Estadual para o desenvolvimento de turismo pelo sector particular, Governo e o público em geral composta dos seguintes membros:—

1. Ministro-Chefe — Presidente.
2. Secretário-Chefe — Vice-Presidente.
3. Secretário de Informação e Turismo — Vogal.
4. Secretário das Finanças — Vogal.
5. Inspector-Geral da Polícia — Vogal.
6. «Senior Town Planner» — Vogal.
7. Capitão dos Portos — Vogal.
8. Director dos Serviços de Saúde — Vogal.
9. Engenheiro-Chefe dos Serviços das Obras Públicas — Vogal.
10. Director dos Serviços de Transportes — Vogal.
11. Conservador das Matas — Vogal.
12. Director da Repartição de Turismo do Governo da Índia, em Bombaim — Vogal.
13. Representante da «Indian Airlines Corporation» — Vogal.
14. Superintendente da Area dos Caminhos de Ferro do Sul — Vogal.
15. Director do Arquivo Histórico de Goa — Vogal.
16. Presidente da Câmara Municipal de Goa, Panaji — Vogal.
17. Presidente da Câmara Municipal de Bardes — Vogal.
18. Presidente da Câmara Municipal de Salcete — Vogal.
19. Sr. J. J. Shinkre, M. P. do norte de Goa — Vogal.
20. Representante da Menezes Air Travel — Vogal.
21. Representante da Dempo Travel Agency — Vogal.
22. Redactor do Navhind Times — Vogal.
23. Redactor do Gomantak — Vogal.
24. Sr. Valente Sequeira, M. L. A. — Vogal.
25. Sr. Gajanan Patil, M. L. A. — Vogal.
26. Secretário da Kala Academy, de Goa, Damão e Diu — Vogal.
27. Presidente do Lions Club, Panaji — Vogal.
28. Presidente do Rotary Club, Panaji — Vogal.
29. Representante da Associação de Hoteleiros (provisório) — Vogal.
30. Representante da Chowgule Steamship Company — Vogal.
31. Representante da Associação Comercial e Industrial, de Goa — Vogal.
32. Director de Informação e Turismo — Vogal-Secretário.

D. N. Barua, Secretário do Departamento de Indústrias e Trabalho.

Panaji, 30 de Maio de 1970.